

Electronically Recorded

Tarrant County Texas

Official Public Records

4/7/2010 12:58 PM

D210079492

Dorian H. ... OIL AND GAS LEASE ^{PGS 5 \$32.00}
 (PAID-UP)
 (NON SURFACE USE)

THIS AGREEMENT is effective as of the 2nd day of February, 2010 by and between PlainsCapital Bank hereinafter referred to as "Lessor" whose address is 3707 Camp Bowie Blvd., Suite 220, Fort Worth, TX. 76107 and Carrizo Oil & Gas, Inc. hereinafter referred to as "Lessee", whose address is 1000 Louisiana, Suite 1500, Houston, TX 77002, is made upon the following terms and conditions

WITNESSETH:

1. That Lessor, in consideration of TEN DOLLARS (\$10.00) in hand paid of the royalties herein provided and of the agreements of Lessee hereinafter contained hereby grants, leases, and lets unto Lessee for the sole and only purpose of exploring, drilling, operating for, and producing oil and/or gas and of laying pipelines, storing oil, building tanks, power stations, telephone lines, roads and structures thereon to produce, save, care for, treat and transport said products from the land leased hereunder only the following described land situated in Tarrant County, State of Texas, sometimes referred to hereafter as the "leased premises" or the "land", to wit:

0.5283 acres of land, more or less, out of the J. Hyden Survey, A-712; Tarrant County, Texas and being described in that certain Special Warranty Deed, dated October 30, 2008, by and between Texas Bank, Trustee of Trust established under Trust Indenture dated January 5, 1966 Gretchen Comegys Daly, as Grantor(s) and Marc McCord Buchanan, as Grantee(s), recorded in instrument # D203415854 of the Official Public Records, Tarrant County, Texas

and containing 0.5283 acres, more or less.

2. This lease shall be for a term of 3 (three) years from this date (called primary term) and subject to the terms and conditions hereof and as long thereafter as oil and gas, or either of them, is produced in paying quantities from said land or lands with which said land is consolidated and the royalties are paid thereon as herein provided.

3. The royalties to be paid by Lessee are: (a). On oil, 1/4 of the market value at the point of sale of all oil produced and sold from the lands covered by this lease; or, at Lessor's option, 1/4 of the oil produced and saved in kind to be delivered to Lessor at the wells or to the credit of Lessor into the pipe line to which the wells may be connected; (b). On gas, including casinghead gas or other gaseous substances produced from said land or sold or used off the premises or for the extraction of gasoline or other products therefrom, the market value at the point of sale of 1/4 of the gas so sold or used. However, in no event shall the royalty paid to Lessor be less than the Lessor's royalty share of the actual amount realized by the Lessee from the sale of oil and/or gas. Notwithstanding anything to the contrary herein contained, all royalty paid to Lessor shall be free of all costs and expenses related to the exploration, production and marketing of oil and gas production from the lease including, but not limited to, costs of compression, dehydration, treatment and transportation. (c). While there is a well on the leased premises capable of producing gas in paying quantities but the production thereof is shut-in, shut-down or suspended for any reason then and in any such event, Lessee may pay as royalty on or before 90 days after the date on which (1) production from any such well is shut-in, shut-down or suspended or (2) this lease is no longer maintained by compliance with one of the other preservation provisions hereof, whichever is the later date and thereafter at annual intervals the sum in the amount of \$ 50.00/acre and if such payment is made in accordance with the terms hereof, this lease shall not terminate but, on the contrary, continue in full force and it will be considered that gas is being produced from the leased premises in paying quantities within the meaning of each pertinent provision of this lease. It being understood and agreed that such payment shall be in lieu of and excuse the payment of the annual delay rentals which will have otherwise accrued and become payable under the terms and provisions hereof and in no event shall shut-in well payments maintain this lease in force for a period exceeding two (2) years beyond the expiration of the primary term. Should such shut-in royalty payments not be made in a timely manner as in this paragraph provided, then, in that event, it shall be considered for all purposes that there is no production or no excuse for delayed production of gas from any such well or wells and unless there is then in effect other preservation provisions of this lease, this lease shall terminate at midnight on the last day provided for the payment of such shut-in royalties and Lessee shall thereupon furnish to Lessor a release of all of its interest in and to this oil and gas lease. (d). Lessee agrees that before any gas produced from the leased premises is used or sold off the leased premises, it will be run free of cost to Lessor, through an adequate oil and gas separator of a conventional type or equipment at least as efficient, to the end that all liquid hydrocarbons recoverable from the gas by such means will be recovered on the lease. (e). Lessee agrees that it will not enter into any sale of production from this lease which shall extend more than three years from the effective date of such sales contract unless such contract has adequate provisions for redetermination of price at intervals of not less frequently than three years to assure that production from this lease is not being sold for less than the then current fair market value of the production being sold. (f). During the periods that Lessee is obligated to pay Lessor in cash for the royalties herein provided, such royalties shall be paid on or before the 20th day of the month following the date production is sold or used or delivered off the leased premises. Should Lessee fail to make such timely payments, Lessor may give Lessee notice in writing of not less than 90 days specifying the 20th day of a month by which all royalties due and payable to Lessor must be paid for all production sold or delivered off the leased premises through the end of the month preceding the specified date of payment and if such payment is not made by the date so specified by the Lessor, then in that event, this lease shall immediately terminate and be of no further force and effect, and thereafter Lessee shall furnish to Lessor a full release of all rights in and under this Oil and Gas Lease. This paragraph shall be effective regardless of whether or not Lessor has executed or has been requested to execute division orders.

4. If actual drilling is not commenced on said land on or before twelve (12) months from the date of this lease, the lease shall then terminate as to both parties, unless on or before such anniversary date Lessee shall pay to Lessor or to the credit of Lessor in (N/A) this is a paid-up lease which bank and its successors shall continue as the depository for all rentals payable hereunder, regardless of changes in ownership of delay rentals the sum of (N/A) this is a paid-up lease DOLLARS (\$ 00.00) (hereinafter called rental) which shall cover the privilege of deferring commencement of operations for drilling for a period of twelve (12) months. In like manner and upon like payments, operations may be further deferred for like periods of twelve (12) months each during the primary term. The payment of rentals may be made by the check of Lessee delivered to Lessor or to said bank on or before such date of payment. The bonus paid hereunder is consideration for this lease and shall not be allocated as mere rental for a period. Lessee may at any time execute and deliver to Lessor or to the depository above, a release or releases covering any portion or portions of said land and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, except for the indemnification obligations described in Section 17 and the plugging obligations in Section 19 of this lease, and thereafter the rental payable hereunder shall be reduced in the proportion that the acreage covered hereby is reduced by said release or releases. Lessee agrees that if at any time the aforesaid delay rental is not paid on or before the date on which same is required to be paid under the terms of this lease, then in said event, this lease will automatically expire and Lessee shall forthwith prepare and execute a recordable release instrument covering the land leased hereunder and shall forthwith forward same to Lessor.

5. Lessee is hereby granted the right to pool or unitize this lease, the land covered by it or any part or parts thereof as to all strata or any stratum with any other land lease, leases or parts thereof as to all strata or any stratum for the production of oil or gas. However, one-half of the leased premises covered by this lease shall be included within only pooled unit. Pooling in one or more instances shall not exhaust the right of Lessee hereunder to pool this lease or portion of the oil, gas estate into other or different units. Units pooled for oil hereunder shall not exceed forty (40) acres plus a tolerance of ten percent (10%) thereof, and units pooled for gas hereunder shall not exceed six hundred forty (640) acres plus a tolerance of ten (10%) thereof, provided that if any Federal or State law, Executive order, rule or regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable in whole or in part on acreage per well, then any such units may embrace as much additional acreage as may be so prescribed or as may be used in such allocation or allowable. Lessee shall file written unit designations in the county in which the premises are located. Such units shall be designated before the completion of wells and a copy of the unit designation shall be furnished to Lessor within thirty (30) days after it is filed with the appropriate regulatory bodies. The timely filing and furnishing Lessor a copy of the essence to the validity of the unit designation hereunder. Drilling or reworking operations and production on any part of the pooled acreage shall be treated for all purposes hereof as if such drilling or reworking operations were upon or such production were from the land described in this lease whether the well or wells be located on the land covered by this lease or not. The entire acreage pooled into a unit shall be treated for all purposes, except the payment of royalties on production from the pooled unit as if it were included in this lease. This paragraph shall never be construed as a limitation or restriction of any other provision of this lease in lieu of the royalties herein provided. Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of its acreage placed in the unit or its royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved. It is understood and agreed that in the event only a part or parts of the land covered by this lease instrument is pooled or unitized with other land or lands so as to form a pooled unit or units operations on or production from such unit or units, will maintain this lease in force only as to the land included in such unit or units. This lease instrument may be maintained in force as to any land covered hereby and not included in such unit or units in any manner provided for herein provided that if it be by rental payments, rentals shall be reduced in proportion to the number of acres covered hereby and included in such unit or units.

6. (a). Upon the completion of any well as a well capable of producing oil or gas in paying quantities or as a dry hole (completion being the release of the completion rig, or if the well is a dry hole, the release of the drilling rig), Lessee shall, within one hundred twenty (120) days thereafter, commence the drilling of another well or wells on the leased premises (commencement being the actual spudding of the succeeding well), or, if it be within the primary term, Lessee shall commence or resume the payment of delay rentals for all acreage not otherwise being maintained under the provisions of this Lease, within one hundred twenty (120) days from the date of completion and abandonment of said dry hole or holes or the cessation of production. Failure to commence such additional well or wells within the time herein provided, or failure to resume the payment of delay rentals within the time herein provided, shall terminate this Lease ipso facto as to all lands except those included within the surface boundaries of any governmental proration unit otherwise being maintained under the provisions of this Lease. Nothing herein shall be construed to limit or modify Lessee's obligation to drill any offset wells provided for herein. (b). If, at the expiration of the primary term, oil and/or gas are being produced in paying quantities, but production thereafter ceases from any cause, this Lease shall not terminate as to the governmental proration attributable to the well or wells affected thereby if Lessee commences reworking or additional actual drilling within sixty (60) days thereafter, and such reworking or additional drilling is diligently prosecuted with no cessation of more than sixty (60) consecutive days and production in paying quantities thereafter resumes. (c). At the end of the primary term and the expiration of the continuous development provision in subparagraphs 6(a) and 6(b) above, this lease shall expire as to all acreage except for the minimum acreage established by field rules of the Railroad Commission of Texas as being necessary to allow Lessee to obtain the maximum allowable for any well producing in paying quantities located on the leased premises or on acreage pooled therewith. In the absence of field rules, an oil well shall be deemed to hold forty (40) acres and a gas well deemed to hold one hundred sixty (160) acres. Also, as to each such proration unit or pooled unit held at the end of the primary term (or if applicable, the end of the continuous development operation set forth below), Lessee shall release all depths below 100 feet beneath the deepest depth actually producing in the well located on such proration unit or pooled unit.

7. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns, provided, however, that any such assignment by Lessee shall require the prior written consent of Lessor which consent shall not be unreasonably withheld. No change or division in ownership of the land, rentals or royalties however accomplished, shall operate to enlarge the obligations or diminish the rights of the Lessee. No such change or division in the ownership of the land, rentals or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has furnished Lessee with the instrument or instruments, or certified copies thereof constituting his chain of title from the original Lessor. In the event of an assignment of this lease to a segregated portion of said land, the rentals payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area owned by each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder arising after such assignment, and if Lessee or Assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of the rentals due from such Lessee or Assignee or fail to comply with any other provision of the lease, such default shall not affect this lease insofar as it covers a part of said lands upon which Lessee or any Assignee thereof shall make payment of said rentals. If any assignment is made of this lease or any portion thereof, it is agreed that the owner(s) of the lease at the time of said assignment will within thirty (30) days of the date of said assignment advise Lessor herein in writing of the new assignee, giving his/her name and current address and copy of such assignment and no assignment will be binding on Lessor until such is furnished to Lessor.

8. Lessee shall not be liable for delays or defaults in its performance of any agreement or covenant hereunder due to force majeure. The term "force majeure" employed herein shall mean: any act of God including but not limited to storms, floods, washouts, landslides, and lightning, acts of the public enemy; wars, blockades, insurrection or riots; strikes or lockouts; epidemics or quarantine regulations; laws, acts, orders or requests of Federal, State, Municipal or other governments or governmental officers or agents under color of authority, freight embargoes or failures of exhaustion or unavailability or delays in delivery of any product, labor, service or material. The term "force majeure" shall not include lack of markets for production or any other events affecting only the economic aspects of drilling, development or production. If Lessee is required or ordered or directed by any Federal, State or Municipal Law, Executive order, rule, regulation or request enacted or promulgated under color of authority to cease drilling operations, reworking operations or producing operations on the land covered by this lease or force majeure is terminated and for a period of sixty (60) days after such termination each and every provision of this lease or implied covenant arising thereunder that might operate to terminate it or the estate conveyed by it shall be suspended and inoperative and this lease shall continue in full force, provided, however that in no event will the primary term be extended unless Lessee has begun the actual drilling of a well prior to the date of the expiration of the primary term.

9. If Lessor owns an interest in said land less than the entire and undivided fee simple estate therein, then the royalties and rental herein provided shall be paid the Lessor in the proportion which Lessor's interest bears to the entire and undivided fee simple estate therein.

10. Lessor's execution hereof does not constitute indemnification, guarantee or warranty, express or implied, to any person. Lessee, after giving Lessor sixty (60) days written notice, at its option, may discharge any tax lien upon said land; and in the event Lessee does so, Lessee shall have the right to apply rentals and royalties accruing hereunder to reimburse such payment.

11. In the event this instrument expires for any reason as to all or any portion of the land described in this lease, Lessee and/or its assigns, shall be obligated to furnish Lessor with a written, recordable release instrument covering all, or that portion of said land.

12. Lessee shall advise Lessor in writing the location of all wells drilled upon the leased premises, or on land pooled therewith, on or before seven (7) days after commencement of operations, and shall advise Lessor in writing the date of completion and/or abandonment of each well drilled on the leased premises or on land pooled therewith, within thirty (30) days after completion or abandonment.

13. Lessee shall have the free use of water from the leased premises except fresh water from Lessor's wells, tanks, creeks, rivers, streams and springs, for all operations solely on the leased premises, provided that no surface water or underground fresh water from this Lease will be used for water flood or pressure maintenance purposes. Lessee shall comply with all applicable rules in disposition (by reinjection or otherwise) of sal water, brine or other fluids utilized in or resulting from operations, and shall not cause or permit any such substances to damage or pollute the surface of the leased premises or any fresh water sands lying thereunder.

14. If at the expiration of one (1) year after the end of the primary term, this Lease is perpetuated by production of oil and/or gas in paying quantities, then, with respect to each governmental proration unit on the leased premises or lands pooled therewith, this Lease shall automatically terminate as to all rights granted by this Lease below 100 feet below the deepest depth from which oil and/or gas is then being produced. Provided however, if at the expiration of one (1) year after the end of the primary term, Lessor is engaged in drilling an additional well or wells pursuant to the provisions of Section 6 of this Lease, then this Lease shall not terminate with respect to the depths described in this paragraph so long as development continues in accordance with the terms of Section 6 of this Lease. Furthermore, if at the expiration of one (1) year after the end of the primary term, Lessee is engaged in deepening an existing well, then for purposes of this paragraph only, the deepening of an existing well will be considered a continuous development operation under Section 6 of this Lease, and so long as Lessee continues developing the leased premises in accordance with the terms of Section 6, the rights to the depths described in this paragraph will not terminate.

If at any time after the expiration of the primary term, any governmental proration unit assigned to a well should be reduced in size, then the Lessee shall have sixty (60) days to commence the drilling of another well or wells as described in Section 6 of this Lease, or this Lease shall automatically terminate with regard to the acreage no longer contained within the applicable proration unit. If at any time after one (1) year after the expiration of the primary term, should the deepest producing horizon attributable to any governmental proration unit on this Lease cease to produce, then Lessee shall have sixty (60) days to begin either deepening that well or commencing the drilling of another well or wells on that proration unit in accordance with the provisions of Section 6 of this Lease, or this Lease, insofar as it covers such proration unit, shall automatically terminate with regard to all depths below 100 feet below the deepest depth from which oil and/or gas is then being produced.

To the extent that any part of this Lease remains in effect, then Lessee shall retain such easements across the terminated portions of the Lease as shall be reasonably necessary for ingress and egress to enable Lessee to develop and operate the remaining portion of this Lease. Lessee shall not be required to remove or relocate any pipelines, tanks, separators, or other equipment or machinery used in connection with production on the portion of this Lease that remains in effect.

15. Lessee shall furnish Lessor with copies of all logs of all wells drilled by Lessee on said land. As to any well drilled under the provisions of this lease, Lessor, or Lessor's representatives, or any one or more of the same, shall have access to such well and shall be furnished daily drilling reports, the details of any drillstem tests taken in said well, and the results of any core analysis or analyses which shall be run on any cores taken while drilling said well. Such reports, logs and information shall be furnished seven (7) days after the same are obtained or compiled by Lessee. Additionally if well is a producer, Lessee shall furnish Lessor with a copy of Division Order title opinion.

16. If Lessor is also the owner of the surface, then Lessee shall pay Lessor for all damages and losses caused by operations hereunder to timber, permanent pastures, livestock, growing crops, fences, water and irrigation wells, including but not limited to damages for roads, locations, pipelines, etc. on or across the lands and to any physical structures on the land caused by any and all operations under this Lease. Damages will be the greater of the market value or replacement cost of the item diminished or destroyed or the normal amount for damages in the area for like items. Lessee, at Lessee's sole expense, will restore the land to its former condition as nearly as possible after the completion and after the plugging and abandonment of each well, and after the abandonment of this Lease.

17. Lessee, its successors and assigns, agrees to indemnify, defend and hold harmless the parties herein designated Lessor, and each of them, from and against any and all claims, losses, liabilities, fines, costs, expenses (including attorneys fees and expenses) resulting from or arising out of or in connection with operations of or for Lessee, its agents, contractors, or subcontractors hereunder, regardless of the cause of such claims, losses, liabilities, fines, costs, or expenses. This provision and its indemnities shall survive the termination of this Lease and shall inure to the successors, heirs and assigns of Lessor and Lessee.

18. Lessee, its successors and assigns, by its acceptance of this lease, hereby agrees to comply with all applicable laws, rules and regulations and hereby assumes full responsibility for, and agrees to indemnify, defend and hold harmless, Lessor from and against any loss, liability, claim, fine, expense cost (including attorneys fees and expenses) and cause of action caused by or arising out of the violation (or defense of the alleged violation) of any federal, state or local laws, rules or regulations applicable to any waste material, drilling matter fluid or any hazardous substance released or caused to be released by Lessee or Lessee's agents, or independent contractors from the land leased hereunder into the atmosphere or into or upon the land or any water course or body of water, including ground water. Additionally, upon receiving any notice regarding any environmental, pollution or contamination problem or violation of any law, rule or regulation, Lessee will forward a copy to Lessor by certified mail with thirty (30) days, or failing which, Lessor shall have the option to terminate this Lease upon thirty (30) days written notice to Lessee. This provision and its indemnities shall survive the termination of this Lease, and shall enure to the successors, heirs and assigns of Lessor and Lessee.

19. Without the prior written consent of the Lessor, Lessee shall not allow any well located on the leased premises to remain in a shut-in temporarily abandoned or otherwise non-productive state for a period of more than six (6) months from the date of last production or the time permitted by the rules and regulations of the applicable regulatory authority, whichever is less, without beginning plugging and abandonment operations with respect to the well and restoring the location, and providing that these procedures must be completed within two (2) months of their initiation. The only exception to this shall be gas wells capable of production which are shut-in pursuant to the provisions of Section 12 above regarding shut-in royalties, and for which shut-in payments are being made in accordance with those same provisions. Violations of this provision will be considered a material breach and will serve to terminate this lease.

20. Lessee shall have the right for a period of six (6) months following the expiration of this Lease or the release of any lands covered by this Lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. If Lessee fails to remove such property and fixtures, Lessor shall have the option to either claim the property, in whole or in part, as his own or have the said properties and fixtures removed, in whole or in part, at Lessee's expense. If the property is opted to be removed, additional expenses for surface and subsurface damages and restoring the land shall be charged to Lessee, provided, however, Lessee shall not be relieved of its liability to plug any well so abandoned. Lessee also agrees to the following: (a). Lessee will bury all pipe lines below plow depth (at least 30" of cover) but, in all events deep enough to prevent damage in the event roads handling heavy trucks and equipment should traverse over them. No harm shall come to existing timber trees, if possible, when laying any pipeline. (b). No well shall be drilled within one thousand (1,000) feet of any house, barn, or any other

improvement now, or prior to the commencement of site preparation, on the lease premises without Lessor's written consent. No seismograph operations employing the usage of explosives shall be conducted within fifteen hundred (1500) feet of any pond, tank, dam, known spring or surface aquifer on the leased premises without the prior written consent of Lessor. (c). Lessee agrees to place and maintain fences surrounding all pits, pump jacks and motors sufficient to turn livestock. (d). Within a reasonable time, but not exceeding six (6) months, after Lessee's needs therefore shall have ceased, Lessee shall fill all pits and other excavations made by Lessee upon the leased premises. (e). It is understood and agreed between Lessor and Lessee that Lessee will use or construct road(s) other than the main entrance now used by Lessor, for Lessee's access onto and off of the leased premises, unless otherwise agreed between Lessor and Lessee. Lessee agrees to install gates or cattle guards at each point where Lessee's roads cross an interior fence line on the leased premises and to install both a gate and cattle guard where such roads exit or enter the leased premises; Lessee will provide locks on exterior gates and provide Lessor with a key thereto and will use its best efforts to ensure that such gates are closed and locked when not in actual use. (f). Prior to and upon written consent of Lessor, Lessee shall advise Lessor regarding location and structure of all pipelines, roads, culverts, cattle guards, and fences used and built by Lessee, and all roads used by Lessee shall be maintained in good condition. All roads, culverts, cattle guards and fences which are installed and built by Lessee shall not be removed when operations are completed and shall become the sole property of Lessor. Prior to laying any telephone lines, erecting any storage tank(s), power station(s), compressor station(s), or any other structure, device or facility allowed by this Lease and required by Lessee for producing oil and gas and operating this Lease, Lessee shall advise Lessor of Lessee's intentions, and Lessor and Lessee shall mutually decide upon the location of such facilities, taking into consideration the surface used by Lessee's needs in conducting its operation. In no event shall the written approval of Lessor be unreasonably withheld. No pipeline constructed by Lessee shall occupy more than N/A feet of land in width. (g). Lessee agrees to maintain all well sites in a neat and orderly fashion, including but not limited to, the removal of all casing, tubing, pipe, and equipment within one hundred twenty (120) days of cessation of a well's use in the production of oil and/or gas. This shall include painting, keeping all lease equipment in good repair, weed control and the graveling or other temporary surfacing of all lease roads and well sites. Lessee agrees not to discharge any oil condensate, salt water, or any substance used in drilling or production onto the leased premises under any circumstances. Prior to commencing production from any well on such lands, the tanks and other storage vessels shall be enclosed by an earthen berm of sufficient height to contain any discharge which might occur. In the event that there is a discharge, the Lessee agrees to restore the affected area of such lands and immediately report such discharge, if applicable by law, to Lessor and the appropriate governmental authority having jurisdiction over such discharge. (h). Lessee agrees that any party entering the leased lands for his benefit, or under his direction, will not carry on any activity except those operations necessary and connected with drilling for and producing oil and/or gas. Lessee further agrees that any and all persons entering said lands for his benefit, or under his direction, will not hunt, fish, hike, or use for recreation any part of the property including any well site. Lessor reserves the right to exclude from said lands, any individual who has violated this provision and Lessee agrees, upon written notice, to notify said individual that he/she will not be allowed to enter said lands. Lessee further agrees to include a provision prohibiting said activities and allowing for exclusion from the property in all contracts with third parties which will enter the leased premises for his benefit.

IN WITNESS THEREOF, this instrument is executed on the date first above written.

LESSOR(S):

Marc M. Buchanan Investment Management Agency
PlainsCapital Bank, Agent

BY: 

Printed Name: TIM G. RAETZ

Title: SR. Vice Pres.

3707 Camp Bowie Blvd., Suite 220; Fort Worth, TX 76107

ATTEST

BY: 

Printed Name: Thomas P. Lang, Jr.

Title: Sr. Vice Pres. and Sr. Trust
ADM.

THE STATE OF Texas
COUNTY OF Tarrant

CORPORATION ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appears Tim Baetz
known to me to be the person whose name is subscribed to the foregoing instrument, a Sr. Vice President & Sr. Oil & Gas Manager
of _____, a corporation, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed in the capacity stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th day of February, A. D. 20 10.
My commission expires 2-22-2012

Mary Lynn Dani
Notary Public in and for State of Texas



THE STATE OF _____
COUNTY OF _____

SINGLE ACKNOWLEDGMENT

BEFORE ME, on this day personally appears _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, A. D. 20_____.
My commission expires _____

Notary Public in and for State of Texas

WHEN RECORDED RETURN TO:

PLAINSCAPITAL BANK
WEALTH MANAGEMENT & TRUST
3707 CAMP BOWIE BLVD., SUITE 220
FORT WORTH, TX 76107

This instrument was filed for record on the _____ day of _____, 20_____, at _____ o'clock _____ M., and duly recorded in Book _____, Page _____ of _____ records of this office.

County Clerk _____
County, _____